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Rent regulation for hotels
and rooming houses...

Washington, D.C.

1943

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With Official Interpretations



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OFFICE OF PRICE ADMINISTRATION

RENT REGULATION FOR HOTELS AND ROOMING HOUSES¹ WITH OFFICIAL INTERPRETATIONS

NOTE.—This Rent Regulation for Hotels and Rooming Houses includes the provisions of all Maximum Rent Regulations, as amended, heretofore issued for hotels and rooming houses, and it is applicable to all Defense-Rental Areas for which such Maximum Rent Regulations have been issued. Any Area Rent Office may be consulted with regard to references in this regulation to Schedule A of the regulation in order to determine the State or States in which a Defense-Rental Area is located, the county or counties in the Defense-Rental Area and the maximum rent date, the effective date of regulation, and the period provided for registration in the Defense-Rental Area.

The official interpretations of the Housing Regulation, published with that Regulation in a separate pamphlet, are generally applicable also to the corresponding provisions of the Hotel and Rooming House Regulation.

This pamphlet contains all other generally applicable official interpretations of the Hotel and Rooming House Regulation in effect on June 1, 1943. The Regulation is printed in black-face type; the interpretations are so designated and are printed in light-face type.

¹ The Regulation was published in the Federal Register, Vol. 8, p. 7334.

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RENT REGULATION FOR HOTELS AND ROOMING HOUSES WITH OFFICIAL INTERPRETATIONS

Section 1. Scope of this regulation—(a) *Rooms in hotels and rooming houses and Defense-Rental Areas to which this regulation applies.* This regulation applies to all rooms in hotels and rooming houses within each of the defense-rental areas and each of the portions of a defense-rental area (each of which is referred to hereinafter in this regulation as the "Defense-Rental Area"), which are listed in Schedule A of this regulation, except as provided in paragraph (b) of this section.

In Schedule A, "the maximum rent date" and "the effective date of regulation" is given for each Defense-Rental Area listed. More than one effective date is given for different portions of a Defense-Rental Area where the same effective date is not applicable to the entire Defense-Rental Area. Wherever the words "the maximum rent date" or the words "the effective date of regulation" are referred to in this regulation, the dates given in Schedule A for the particular Defense-Rental Area or portion of the Defense-Rental Area in which the room is located shall apply. The effective date listed in Schedule A in each instance is the date rent regulation was effective in the particular Defense-Rental Area or portion of the Defense-Rental Area for rooms in hotels and rooming houses.

(b) *Housing to which this regulation does not apply.* This regulation does not apply to the following:

(1) *Farming tenants.* Rooms situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon.

(2) *Service employees.* Rooms occupied by domestic servants, caretakers, managers, or other employees to whom the rooms are provided as part of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the rooms are a part.

(3) *Charitable or educational institutions.* Rooms in hospitals, or rooms of charitable or educational institutions used in carrying out their charitable or educational purposes.

INTERPRETATION 1 (b) (3) HOTEL—I. EXEMPTION OF HOSPITALS.

It operates a large building, containing 130 rooms which are rented on a daily and weekly basis. The establishment is described and generally known as a sanatorium and is used by persons seeking rest and general care, rather than medical care. Two resident physicians are in attendance, but there are no operating rooms. Nursing services are supplied to clients of the establishment on request, but in most instances the clients either require no nursing services or supply their own personal attendants.

The establishment is not a "hospital" within the provision of Section 1 (b) (3) of the Hotel and Rooming House Regulation exempting "rooms in hospitals" from the Regulation. The term "hospital" is to

be understood in accordance with the meaning employed in common usage. Generally speaking, for an establishment to constitute a "hospital" it should appear that (1) the establishment provides beds for persons who are ill or otherwise in need of medical care; (2) that it is so equipped and operated that medical care is available to the patients, either from physicians on its staff or from private physicians who are authorized to give such services within the establishment; and (3) nursing services are provided. The primary function of the establishment should be to furnish facilities for those in need of medical care.

If the establishment is in fact a hospital, the Hotel and Rooming House Regulation expressly exempts the rooms within it from regulation and in addition, an underlying lease of the entire structure would be exempt from the Housing Regulation for the reason that it would not be a lease of housing accommodations. The exemption expressly stated in the Hotel and Rooming House Regulation is necessarily implied, in the Housing Regulation, from the fact that the Housing Regulation is confined to buildings, structures or part thereof "rented or offered for rent for living or dwelling purposes" (Section 13 (a) (6)).

(Issued August 15, 1942.)

INTERPRETATION 1 (b) (3) HOTEL—II. EXEMPTION OF CHARITABLE AND EDUCATIONAL INSTITUTIONS.

For his exemption to apply it must appear not only that the institution in question is a charitable or educational institution but that the rooms are used in carrying out its charitable or educational purposes. It is not enough that the income from the properties rented is used for the furtherance of the charitable or educational purposes of the institution.

ILLUSTRATIONS

1. A privately endowed university owns dormitories which are rented exclusively to students in the university, at rates approximately the same as those for comparable rooms in the vicinity. Such rooms are wholly exempt from the Hotel Regulation. However, an underlying lease of a dormitory structure may be subject to the Housing Regulation, since leases to educational institutions are not exempted in the latter Regulation and the lease would be a lease of "housing accommodations," unlike a lease of a hospital building. (See Interpretation 1 (b) (3) Hotel—I.) The underlying lease may be exempt, however, under Section 1 (b) (4) of the Housing Regulation.

2. A training school for airplane mechanics leases a structure for use by students in the school during the period of their enrollment. If the school is a bona fide educational institution, even though operated for private profit, and if the rooms are used by bona fide students while receiving instruction in the school, the rooms so used are wholly exempt. If at any time housing accommodations are rented to other than bona fide students actually attending the school, however, the rooms so rented are subject to the Regulation.

3. A fraternity house, owned by a private corporation not performing educational functions, has rooms that are rented exclusively to college students. The rooms are subject to the Regulation.

Though the occupants use the building as a residence while pursuing their education, the landlord is not an educational institution.

4. A home for the aged, financed in part by contributions from private donors and operated without profit, rents rooms at rates depending on the capacity to pay of the various occupants but averaging substantially below the rates charged for similar accommodations in the vicinity. All applications from persons seeking rooms in the home are reviewed by a committee appointed by the governing board, and admission to the home is confined to persons who have difficulty in finding suitable accommodations elsewhere. The rooms rented under these restrictions are exempt, even though in particular instances the occupants may pay rents no lower than the rents of comparable accommodations in the vicinity.

(Issued August 15, 1942.)

INTERPRETATION 1 (b) (3) HOTEL—III. EXEMPTION OF ROOMS RENTED BY A Y. M. C. A.

Advice has been requested as to whether rooms rented by a Y. M. C. A. are exempt from the Hotel Regulation under Section 1 (b) (3) of that Regulation.

In the case stated it appears that the dormitory in question is operated by a non-profit corporation organized under the laws of the State in which the dormitory is located. The operations conform broadly to the program established by the national organization of Young Men's Christian Associations, but a large measure of autonomy is left for the local association in determining room rates, classes of tenants admitted and application of proceeds. Both the national and local organizations are devoted to purposes of general education and welfare to such an extent that they are exempted from various forms of taxation, national, state, and local. To a limited extent the rates quoted for room rents are based on capacity to pay, but in general the rates are high enough to provide a substantial margin above cost of operation and maintenance of the room service. All income in excess of the cost of operation and maintenance is used for contributions to the national association of Y. M. C. A.'s and for financing the educational, charitable, and social activities carried on in the community by the local association. Occupants of rooms in the dormitory are ordinarily required to apply for membership in the local association, but a distinction is drawn between limited and general memberships and actual payment of dues is not required where occupancy is for brief periods. Gymnasium facilities are available and in addition discussion groups and educational classes are carried on, partly for the benefit of dormitory occupants and partly for young men and boys residing elsewhere in the community. The policy of the local association is to confine occupancy to young men under 25 years of age and to restrict the period of occupancy to 30 days, but occasional departures from this policy are permitted. In general the dormitory is operated with a view to providing young men, who are temporarily in need of housing accommodations, with a healthful and beneficial environment.

The establishment, operated under the restrictions and in the manner described, is exempt as a whole by virtue of the provisions of Section 1 (b) (3) of the Hotel Regulation. The program of social and individual betterment conducted by the Y. M. C. A. brings it within

the meaning of the phrase "charitable institution," in the broad sense in which that phrase is used in Section 1 (b) (3). However, for the application of that section it is not enough that the establishment is operated by a charitable or educational institution or that the income from rental of the rooms is wholly devoted to charitable or educational purposes. Section 1 (b) (3) requires that the rooms of charitable or educational institutions be "used in carrying out their charitable or educational purposes." Where low rates, insufficient to cover the cost of operations and maintenance of the dormitory service, are given to individuals because of their limited capacity to pay, it seems clear that the particular individuals are the beneficiaries of the charitable enterprise and the rooms are used for charitable purposes. Furthermore, the rooms rented to individuals who participate actively in the social, recreational, and educational program carried on for their benefit must likewise be considered to be used for the charitable and educational purposes of the institution. Even without such active participation by the room occupants in the program of the Y. M. C. A., the rooms come within the exemption of Section 1 (b) (3) if their use is confined to the class of persons for whose benefit the housing service is provided and if such housing service is clearly related to the organized plan of social and individual betterment conducted by the institution.

In view of the degree of autonomy permitted to local management of Y. M. C. A. dormitories, some deviations may occur from the type case above described. The occasional renting of rooms to individuals outside the class of those for whom the Y. M. C. A. program is organized would not suffice to bring the institution within the scope of the Regulation. However, if the Area Rent Director were to find that the accommodations were rented, substantially without restriction, to members of the general public, the exemption of Section 1 (b) (3) would be inapplicable. In order that his determination may be subject to review by way of protest, it is desirable that an order be entered on the initiative of the Rent Director under Section 5 (d) of the Hotel Regulation where he concludes that the exemption of Section 1 (b) (3) does not apply.

(Issued September 1, 1942.)

[Sec. 1. *Scope of this regulation.* * * * (b) *Housing to which this regulation does not apply.* This regulation does not apply to the following:]

(4) *Entire structures used as hotels or rooming houses.* Entire structures or premises used as hotels or rooming houses, as distinguished from the rooms within such hotels or rooming houses.

(5) *Resort rooms.* Rooms located in a resort community and customarily rented or occupied on a seasonal basis, which were not rented during any portion of the period beginning on November 1, 1942 and ending on March 31, 1943.

The exemption provided in this paragraph (b) (5) shall be effective only from June 1, 1943 to September 30, 1943, inclusive.

(c) *Effect of this regulation on leases and other rental agreements.* The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this regulation.

(d) *Waiver of benefit void.* An agreement by the tenant to waive the benefit of any provision of this regulation is void. A tenant shall not be entitled by reason of this regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of regulation.

(e) *Election by landlord to bring housing under this regulation.* Where a building or establishment which does not come within the definitions of a hotel or rooming house contains one or more furnished rooms or other furnished housing accommodations rented on a daily, weekly, or monthly basis, the landlord may, with the consent of the Administrator, elect to bring all housing accommodations within such building or establishment under the control of this regulation. A landlord who so elects shall file a registration statement under this regulation for all such housing accommodations, accompanied by a written request to the Administrator to consent to such election.

If the Administrator finds that the provisions of this regulation establishing maximum rents are better adapted to the rental practices for such building or establishment than the provisions of the Rent Regulation for Housing, he shall consent to the landlord's election. Upon such consent, all housing accommodations within such building or establishment which are or hereafter may be rented or offered for rent shall become subject to the provisions of this regulation, and shall be considered rooms within a rooming house for the purposes of the provisions relating to eviction.

The landlord may at any time, with the consent of the Administrator, revoke his election, and thereby bring under the control of the Rent Regulation for Housing all housing accommodations previously brought under this regulation by such election. He shall make such revocation by filing a registration statement or statements under the Rent Regulation for Housing, including in such registration statement or statements all housing accommodations brought under this regulation by such election. Such registration statement or statements shall be accompanied by a written request to the Administrator to consent to such revocation. The Administrator may defer action on such request if he has taken or is about to take action to decrease the maximum rents of any housing accommodations within such building or establishment. If the Administrator finds that the revocation so requested will not result in substantial increases in the maximum rents of housing accommodations affected by such revocation, he shall give such consent. Upon such consent, all housing accommodations affected by such revocation shall become subject to the provisions of the Rent Regulation for Housing.

INTERPRETATION 1 (c) HOTEL—I. APPLICATION OF THE "RENTAL PRACTICES" STANDARD.

1. L owns an "apartment hotel" which is not used predominantly for transient occupancy. It contains some accommodations rented by the month or under a year's lease. These accommodations, in the first instance, are subject to the Housing Regulation. The structure also contains some ordinary furnished rooms which are rented for transient occupancy. These are subject to the Hotel Regulation, since the rooms

come within the rooming house definition. The structure also contains some suites which do not constitute apartments. Sometimes these suites are rented on a daily, weekly, or monthly basis; at other times they are rented for longer periods of time under written leases. The result under the Regulations is that these suites are subject to the Hotel Regulation while rented on a daily, weekly, or monthly basis; but are subject to the Housing Regulation when rented under long-term leases.

If L requested the Rent Director to consent to his election to bring the entire structure under the Hotel Regulation, consent should be given in this situation. The rental practices with reference to the suites are such that those units may shift from the control of one Regulation to the other, depending upon the nature of the renting. If L prefers to have all housing accommodations in the structure under the control of one Regulation, his right to this choice should be recognized. Of the two Regulations, the Hotel Regulation is better adapted than the Housing Regulation to establishing the maximum rents for all accommodations in the structure.

The propriety of giving consent to the landlord's election in this situation is even more apparent when the space which is used for transient and non-transient occupancy is nearly equal. In such a case, the use of the suites may result in shifting the hotel from predominantly transient occupancy to predominantly nontransient occupancy, or vice versa. This shift has the consequence that at some times all units in the structure are under the Hotel Regulation (when predominantly transient), while at other times only part of the units are under that Regulation.

2. Assume in case No. 1 that the suites referred to constitute apartments. These are excluded from the definition of a rooming house and thus do not come under the Hotel Regulation. However, these suites are sometimes rented to transient occupants and the hotel has customarily had separate rates for the shorter basis of occupancy and may have had varying rates depending upon the number of occupants.

If L requests the Rent Director to consent to his election to bring the entire structure under the Hotel Regulation, consent should be given in this situation. The provisions of the Hotel Regulation establishing maximum rents are better adapted to the rental practices for the structure than the provisions of the Housing Regulation.

3. L owns an apartment house which contains both furnished and unfurnished apartments. Until issuance of Supplementary Amendment No. 1 to the Hotel Regulation on July 21, 1942, L rented these apartments on month-to-month tenancies or on long-term leases. L sells the structure to a hotel company which plans to use it as a transient hotel. The hotel company requests the Rent Director to consent to its election to bring the structure under the Hotel Regulation. It shows that it proposes to establish the type of renting and rate structure which is generally used in transient hotels.

The Rent Director may consent to the request. (This situation raises problems of eviction which are not here discussed.)

4. On maximum rent date L rented a furnished room in his house to one tenant for \$5 a week. Thereafter L rented the same room to two tenants for \$8 a week, and was receiving that rent on the effective date of the Regulation. L does not rent to any other tenants. Unless the

structure is a rooming house by "customary usage," it does not come within the rooming house definition since there are only two paying tenants; thus the room is subject to the Housing Regulation. The maximum rent for the room under the Housing Regulation is \$5, even for two occupants.

If L requests consent to bring all accommodations in the house under the Hotel Regulation, the Rent Director may give such consent, in which case the maximum rent for the room for two occupants will be \$8 a week [Section 4 (c)].

5. L owns an apartment house which contains both furnished and unfurnished apartments. L now rents these apartments on month-to-month tenancies. He requests the Rent Director to consent to his election to bring all housing accommodations in the structure under the Hotel Regulation.

The Rent Director should refuse to give consent. The provisions of the Hotel Regulation establishing maximum rents are no better adapted to L's rental practices than the provisions of the Housing Regulation.

(Issued August 14, 1942.)

INTERPRETATION 1 (c) Hotel—II. APPLICATION OF EVICTION PROVISIONS TO ACCOMMODATIONS BROUGHT UNDER HOTEL REGULATION BY ELECTION.

Assume that the effective date of the Housing and Hotel Regulations is July 1, 1942. On that date L is operating an establishment which is commonly known as an "apartment hotel." This establishment contains some rooms used for transient occupancy but is not used predominantly for transient occupancy. Thus the establishment is not a hotel as defined in the Regulations (See Interpretation No. 13 (a) (13) Hotel—I, paragraph 2.) After July 21, 1942, the effective date of Supplementary Amendment No. 1 of the Hotel Regulation, L elects to bring all accommodations in the structure under the Hotel Regulation and on August 1, 1942, the Rent Director consents to this election. Thereafter L evicts a tenant who is occupying a room in the establishment on a weekly basis without complying with the requirements of Section 6.

This is a violation of the Hotel Regulation. Under this Regulation the eviction provisions of Section 6 do not apply to "a tenant occupying a room within a hotel on a daily or weekly basis" (Sec. 6 (d) (2)). However, this exemption is not applicable to the establishment in question. The applicable exemption is that relating to "rooms within a rooming house." This is specifically provided in Section 1 (e) by the following language:

Upon such consent, all housing accommodations within such building or establishment which are or hereafter may be rented or offered for rent shall become subject to the provisions of this regulation, and shall be considered rooms within a rooming house for the purposes of the provisions relating to eviction.

Thus the provisions of Section 6 apply to rooms in this establishment which are rented on a weekly basis.

(Issued October 22, 1942.)

Sec. 2 Prohibition—(a) Prohibition against higher than maximum rents. Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person

shall demand or receive any rent for use or occupancy on and after the effective date of regulation of any room in a hotel or rooming house within the Defense-Rental Area higher than the maximum rents provided by this regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this regulation may be demanded or received.

(b) *Terms of occupancy*—(1) *Tenant not required to change term of occupancy.* No tenant shall be required to change his term of occupancy.

(2) *Terms of occupancy during June 1942.* Where, during June 1942, a room was rented or offered for rent for a weekly or monthly term of occupancy, the landlord shall continue to offer the room for rent for that term of occupancy except that he is not required to rent for that term more than the greatest number of rooms which were rented for the term at any one time during June 1942. However, if, during the year ending on June 30, 1942, a landlord had regular and definite seasonal practices with reference to the renting of rooms on a weekly or monthly basis, he may request the Administrator to approve such practices. When approval is given the landlord shall offer rooms for rent for weekly and monthly terms of occupancy pursuant to the practices so approved. The Administrator may withdraw approval at any time if he finds that the landlord has failed to conform to such practices, or if he finds that the effects of the approval are inconsistent with the Act or this regulation or are likely to result in the circumvention or evasion thereof.

(3) *Request by tenant to change term of occupancy.* Any tenant on a daily or weekly term of occupancy shall on request be permitted by the landlord to change to a weekly or monthly term unless the landlord is then renting for such term a number of rooms equal to the number which he is required to rent for that term under subparagraph (2). If the room occupied by such tenant was not rented or offered for rent for such term during June 1942, the landlord may transfer the tenant to a room, as similar as possible, which was so rented or offered for rent.

(4) *Monthly term of occupancy in tourist camps, etc.* Where, since October 1, 1942, a room, cabin, or similar accommodations in a tourist camp, cabin camp, auto court or similar establishment has been or is hereafter rented to the same tenant for a continuous period of 60 days or longer on a daily or weekly basis, the landlord shall offer such room, cabin or other accommodations for rent for a monthly term of occupancy, regardless of the provisions of subparagraph (2) of this paragraph. The room, cabin or other accommodations shall be offered for rent on a monthly basis for each number of occupants for which it is offered by the landlord for any other term of occupancy. Any tenant of such room, cabin or other accommodations on a daily or weekly basis shall on request be permitted by the landlord to change to a monthly term of occupancy.

Notwithstanding the provisions of section 4 (c) of this regulation, if no maximum rent is established for such room, cabin or other accommodations for a monthly term of occupancy or for a particular number of occupants for such term, the Admin-

istrator on his own initiative may enter an order fixing the maximum rent for that term and number of occupants and specifying the minimum services. This maximum rent shall be fixed on the basis of the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

See: Posting requirements: Interpretation 7 (b)—Hotel—I, p. 23.

INTERPRETATION 2 (b) HOTEL—I. OBLIGATION TO OFFER RATES FOR DIFFERENT NUMBERS OF OCCUPANTS.

Assume in each of the following cases that the maximum rent date is April 1, 1941, and the effective date of the Hotel Regulation is July 1, 1942.

(1) On April 1, 1941, the maximum rent date, and also in June 1942, a hotel operator was regularly offering his rooms for single and double occupancy on a daily and monthly basis, with different rates for the different terms and numbers of occupants. After July 1, 1942, the operator commences the practice of refusing to rent his rooms at the maximum rent for single occupancy. When a guest desires a room for single occupancy, the operator tells him that he will rent only at the rate for double occupancy. He requires the guest to register as if the room were being rented to two persons; commonly the guest registers in his own name and adds some fictitious name. In fact the guest is renting the room for his own occupancy alone, but he pays the rate for double occupancy.

This is a violation of the Regulation. The room is actually rented for single occupancy and the operator receives more than the maximum rent for single occupancy.

(2) Assume in the foregoing case that the hotel operator actually discontinues the practice of renting the rooms for single occupancy. Instead of resorting to the practice set out in paragraph 1, the operator simply refuses to rent a room to a single guest.

This is not a violation of the Regulation. Section 2 (b) does not require the hotel to continue renting a room for single occupancy, even though the room was rented on that basis in June 1942.

(3) Assume that the hotel operator continues to rent a room for single occupancy on a daily basis, but discontinues the practice, which he was following in June 1942, of renting the room for single occupancy on a monthly basis.

This is a violation of Section 2 (b) (2) of the Regulation, so long as the landlord is not renting the greatest number of rooms which were actually rented for a monthly term at any one time during June 1942. Under the circumstances stated it is not compliance with that section to offer the room for a monthly term only for double occupancy. The operator must also continue to offer the room for a monthly term for single occupancy, except when he is renting on a monthly basis the number of rooms specified in Section 2 (b) (2), i. e., the greatest number of rooms rented for a monthly term at any one time during June 1942.

The distinction between this case and the case stated in Paragraph 2 lies in the fact that the operator is still offering the room for single occupancy on some basis, to wit, a daily basis. While he is under a duty to offer the room on a monthly basis pursuant to Section 2 (b) (2), he is under a duty to offer it for single occupancy on that

basis unless he completely discontinues the practice of renting the room for single occupancy on any basis.

(Issued September 5, 1942; revised May 15, 1943.)

INTERPRETATION 2 (b) HOTEL—II. EFFECTS OF SECTION 2 (b) (4).

Assume in each of the following cases that the effective date of the Hotel Regulation is July 1, 1942.

1. L is operating a tourist camp which contains 100 cabins. These cabins come within the general scope of Section 2 (b) (4) of the Hotel Regulation, which was added to the Regulation by Supplementary Amendment No. 9A, effective on March 10, 1943.

During October, November and December of 1942, L rented a particular cabin to T for \$3 a day, for occupancy by three persons. The maximum rent for the cabin for three occupants on a daily basis was \$3. During the thirty days ending on maximum rent date, and continuously since that time L had rented and offered the cabin for rent only on a daily basis. As a consequence, no maximum rent was established for the cabin on a monthly basis under Section 4 (a), (b), or (c).

On and after March 10, 1943, L is required to offer the cabin for rent on a monthly basis. The cabin was rented to the same tenant for a continuous period of 60 days and this renting occurred since October 1, 1942. Under these circumstances Section 2 (b) (4) requires the landlord to offer the cabin for rent on a monthly basis. This is true even though L is not required to offer the cabin for rent on a monthly basis under Section 2 (b) (2).

The cabin must be offered for rent on a monthly basis, not only for three occupants, but for every other number of occupants for which L offers the cabin for any other term of occupancy. For example, if L offers the cabin for rent on a daily basis for occupancy by four or five persons, he is required by Section 2 (b) (4) to offer on a monthly basis for those numbers of occupants.

Since there is no maximum rent on a monthly basis, Section 2 (b) (4), as amended, authorizes the Rent Director on his own initiative to enter an order fixing maximum rents for the cabin on a monthly basis for different numbers of occupants. Any such order will be based on the rents generally prevailing in the defense-rental area for comparable housing accommodations on maximum rent date.

2. (a) Assume that the cabin described in paragraph 1 is now rented to X on a daily basis, for occupancy by five persons. X requests the landlord to rent the cabin on a monthly basis. Under Section 2 (b) (4), L must permit X to change to a monthly term of occupancy. This is true regardless of whether X has occupied the cabin for a period of 60 days or longer. The fact that, since October 1, 1942, the cabin was occupied by a tenant for a continuous period of 60 days, places on L the duty to offer the cabin for rent on a monthly basis. In addition, on the request of X or any subsequent tenant who occupies the cabin on a daily or weekly basis, the landlord is required to rent the cabin to the tenant on a monthly basis.

(b) Assume in the above case that, while X is renting the cabin on a daily basis, L gives him notice to quit. X remains in occupancy and requests L to rent the cabin on a monthly basis. L is required to rent to X on a monthly basis under Section 2 (b) (4), and may evict X only pursuant to the requirements of Section 6. Under Section 6 (d) (2),

as amended by Supplementary Amendment No. 9A, eviction of X is brought within the provisions of Section 6 since X has requested a change to a monthly basis as authorized by Section 2 (b) (4).

3. (a) Assume in the case stated in paragraph 1 that during the period from October 1, 1942 to March 10, 1943, L rented 75 of the cabins to tenants on a daily or weekly basis for continuous periods of 60 days or longer; that is, each of these 75 cabins was rented to the same tenant for that period of time.

On and after March 10, 1943, the effective date of Supplementary Amendment No. 9A, L is required to offer each of these 75 cabins on a monthly basis pursuant to the requirements of Section 2 (b) (4).

(b) On March 10, 1943, none of the remaining 25 cabins has been rented to the same tenant, during the period since October 1, 1942, for a continuous period of 60 days or longer. Hence on that date L is not required to offer these cabins on a monthly basis under Section 2 (b) (4). However, if the provisions of Section 2 (b) (2) are applicable to any of these 25 cabins, L is required to offer them on a monthly basis as required by Section 2 (b) (2).

Assume that, after March 10, 1943, L rents one of the 25 cabins to the same tenant on a daily or weekly basis for a continuous period of 60 days. The provisions of Section 2 (b) (4) thereupon become applicable, and L is required to offer the cabin for rent on a monthly basis.

(Issued March 10, 1943.)

INTERPRETATION 2 (b) HOTEL—III. OBLIGATION TO OFFER ON A WEEKLY OR MONTHLY BASIS.

1. During June 1942, the operator of a 600-room hotel had a practice of renting rooms on a monthly basis until 10% of the rooms were occupied on that basis. It was his further practice to offer a certain 250 rooms in the establishment on a monthly basis, such offerings being for both single and double occupancy. When 60 rooms had been rented on a monthly basis he thereupon would withdraw all further offerings on that basis. The greatest number of rooms which were rented on a monthly basis at any time during June 1942 was 50, of which 45 were rented for single occupancy and 5 were rented for double occupancy.

Under the first sentence of Section 2 (b) (2), as amended on January 20, 1943 by Supplementary Amendment No. 8A, the hotel is required to offer on a monthly basis the 250 rooms in question, except when it is renting 50 rooms on that basis. When 50 rooms are rented on a monthly basis the hotel may withdraw its monthly offerings while that condition continues. Moreover, the hotel normally is required to offer the 250 rooms on a monthly basis both for single and double occupancy, since it offered in this manner during June 1942. If it desires to cease offering a particular room for double occupancy on a monthly basis, it is permitted to do so only if it ceases entirely to offer that room for double occupancy on any basis. For example, if it continues to offer the room for double occupancy on a daily basis it cannot withdraw the offering for double occupancy on a monthly basis. (See Interpretation 2 (b), Hotel—I.)

2. Assume in the case stated in paragraph 1 that the practice which the hotel was following in June 1942 was different than the practice

which it followed during other seasons of the year. The hotel's practice of renting rooms on a monthly basis until 10% of the rooms were occupied on that basis was regularly followed during the months of June, July and August. For the remaining months, the hotel's regular practice during the year ending on June 30, 1942 was to withdraw all offerings on a monthly basis.

Under these circumstances the hotel may request the Rent Director to approve its practices during the year ending on June 30, 1942. The request should be in writing and should state explicitly the practices for which the hotel seeks approval. The Rent Director may approve the practices if he finds that they are "regular and definite seasonal practices." If and when such approval is given, the hotel's duty under Section 2 (b) (2) will be to offer rooms on a monthly basis pursuant to the practices which have been approved. If the hotel's practices are approved in this instance, the hotel will be under a duty to offer its rooms on a monthly basis as set out in paragraph 1, during the months of June, July and August. It will be under no duty to offer rooms on a monthly basis during other months of the year, so long as the Rent Director has not withdrawn his approval.

Until approval of the hotel's seasonal practices has been given by the Rent Director, the hotel is under a duty to offer rooms on a monthly basis, as set out in paragraph 1, throughout the year. The filing of a request does not free the hotel from this duty.

3. Under Section 2 (b) (3) a tenant of a room on a daily basis has a choice to change either to a weekly or monthly basis; a tenant on a weekly basis has a choice to change to a monthly basis. This choice depends, however, on whether the landlord is then renting for the term in question, the number of rooms which he is required to rent under Section 2 (b) (2). If the landlord is subject to the first sentence of Section 2 (b) (2), he must permit the change unless he is then renting a number of rooms equal to the greatest number rented for the term at any one time during June 1942. If the landlord's request concerning seasonal practices has been approved by the Rent Director, the landlord must permit the change unless he is then renting for the term the number of rooms which he is required to rent pursuant to his approved practices.

The landlord is under a duty to permit a change to a weekly or monthly term, even though the tenant is then occupying a room which the landlord is not required to offer on a weekly or monthly basis under Section 2 (b) (2). However, in such case the landlord may transfer the tenant to a room which he is required to offer on a weekly or monthly basis. The room must be "as similar as possible," which includes similarity in facilities and in price range. This does not mean that the landlord can transfer only to a "similar room." Among the rooms which he is required to offer on a weekly or monthly basis under Section 2 (b) (2), the landlord may have available at the time only rooms of a better class, at a higher rate. The tenant may be transferred to such a room, even though the room is not "similar," so long as it is "as similar as possible" in view of vacancies then available.

Illustration.—During June 1942 a hotel containing 150 rooms offered 50 of these rooms on a monthly basis. The greatest number of rooms which were rented on that basis at any one time during June 1942 was 40. By Section 2 (b) (2) the hotel is under a duty to offer the particular 50 rooms on a monthly basis except when it is renting at least 40

rooms on that basis. At the present time the hotel is renting 30 rooms on a monthly basis. The remaining 20 rooms, which the hotel is required to offer on a monthly basis, are in fact rented to daily tenants. T is occupying on a daily basis a room which is not among the 50 rooms which the hotel is required to offer on a monthly basis. T requests a monthly rate for the room he is occupying. The hotel is under a duty to permit T to change to a monthly basis. Since none of its 50 "monthly rooms" is available, the hotel must permit T to rent the room he is now occupying on a monthly basis. However, if several of the 50 "monthly rooms" thereafter become vacant, the hotel may transfer T to one of these rooms. If these rooms vary in facilities and price, the hotel must select the room most like the one T is then occupying.

(Issued May 15, 1943.)

Sec. 3. Minimum services, furniture, furnishings, and equipment. Except as set forth in section 5 (b), every landlord shall, as a minimum, provide with a room the same essential services, furniture, furnishings and equipment as those provided on the date or during the thirty-day period determining the maximum rent, and as to other services, furniture, furnishings, and equipment not substantially less than those provided on such date or during such period: *Provided, however,* That where fuel oil is used to supply heat or hot water for a room, and the landlord provided heat or hot water on the date or during the thirty-day period determining the maximum rent, the heat and hot water which the landlord is required to supply shall not be in excess of the amount which he can supply under any statute, regulation or order of the United States or any agency thereof which rations or limits the use of fuel oil.

Sec. 4. Maximum rents. This section establishes separate maximum rents for different terms of occupancy (daily, weekly or monthly) and numbers of occupants of a particular room. Maximum rents for rooms in a hotel or rooming house (unless and until changed by the Administrator as provided in section 5) shall be:

(a) *Rented or regularly offered during maximum rent period.* For a room rented or regularly offered for rent during the thirty days ending on the maximum rent date, the highest rent for each term or number of occupants for which the room was rented during that thirty-day period, or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

INTERPRETATION 4 (a) HOTEL—I. OFFERING RATES AS DETERMINING MAXIMUM RENTS.

Assume in each of the following cases that the maximum rent date is April 1, 1941 and the effective date of the Hotel Regulation is July 1, 1942.

On and prior to April 1, 1941, the maximum rent date, L was operating a hotel containing 100 rooms which was still being operated on July 1, 1942, the effective date.

(1) During the thirty days ending on April 1, 1941, 75 of the rooms were rented for single occupancy on a daily basis. During that period the highest rent for 25 of the rooms on that basis was \$3.00 a day. That is the maximum rent for each of those rooms for that term and number of occupants. During the same period the highest rent for each of the remaining 50 rooms for single occupancy on a daily basis was \$2.00 a day. That is the maximum rent for each of those rooms for that term and number of occupants. During this same period 25 of the rooms never were rented for single occupancy on a daily basis. However, L regularly offered each of these rooms for that term and number of occupants at \$2.50 a day. These offering rates are the maximum rents for the rooms for single occupancy on a daily basis, under Section 4 (a).

(2) During the same thirty-day period L rented 50 rooms for double occupancy on a daily basis, the highest rent for 25 of the rooms during the period being \$3.50. That is the maximum rent for each of those rooms for that term and number of occupants. The highest rent during the period for each of the other 25 rooms for double occupancy on a daily basis was \$5 a day. That is the maximum rent for each of those rooms for that term and number of occupants. The remaining 50 rooms never were rented during the period for that term and number of occupants, but L regularly offered 25 of the rooms on that basis at \$5 a day and the other 25 at \$6 a day. Those are the maximum rents for those rooms for double occupancy on a daily basis, under Section 4 (a).

(3) During the same period L also rented 10 of the rooms for single occupancy on a monthly basis, the highest rent for each room being \$40. That is the maximum rent for each of those rooms for that term and number of occupants. The remaining 90 rooms were not rented during this period on a monthly basis but were regularly offered at certain rates for single occupancy on a monthly basis. These offering rates are the maximum rents for those rooms for that term and number of occupants. During the same period L regularly offered all of the rooms in the hotel for double occupancy on a monthly basis but did not rent any rooms on that basis. These offering rates are the maximum rents for the rooms for double occupancy on a monthly basis, under Section 4 (a).

(Issued September 5, 1942.)

[Sec. 1. *Maximum rents.* * * * Maximum rents for rooms in a hotel or rooming house (unless and until changed by the Administrator as provided in section 5) shall be:]

(b) *First rented or regularly offered after maximum rent period.* For a room neither rented nor regularly offered for rent during the thirty days ending on the maximum rent date, the highest rent for each term or number of occupants for which the room was rented during the thirty days commencing when it was first offered for rent after the maximum rent date; or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

INTERPRETATION 4 (b) HOTEL—I OFFERING RATES AS DETERMINING MAXIMUM RENTS.

Assume the maximum rent date is April 1, 1941. On July 1, 1942, the effective date of the Hotel Regulation, L is operating a hotel containing 100 rooms. Construction of this hotel was completed and the hotel commenced operations on October 1, 1941. On that date the hotel commenced offering all of its rooms for rent. The maximum rents for the rooms are established during the thirty-day period commencing on October 1, 1941, under Section 4 (b). The rents are established in the manner described in Interpretation 4 (a) Hotel—I.

Where the hotel commences operations after the effective date of the Regulation, Section 4 (b) likewise applies.

(Issued September 5, 1942.)

[Sec. 4. *Maximum rents.* * * * Maximum rents for rooms in a hotel or rooming house (unless and until changed by the Administrator as provided in section 5) shall be:]

(c) *First rent after maximum rent date where no maximum rent established under (a) or (b).* For a room rented for a particular term or number of occupants for which no maximum rent is established under paragraphs (a) or (b) of this section the first rent for the room after the maximum rent date for that term and number of occupants, but not more than the maximum rent for similar rooms for the same term and number of occupants in the same hotel or rooming house.

INTERPRETATION 4 (c) HOTEL—I. APPLICATION OF SECTION 4 (c) TO RENTING OR OFFERING AFTER MAXIMUM RENT PERIOD.

1. On and prior to April 1, 1941, the maximum rent date, L was operating a hotel containing 100 rooms which was still being operated on July 1, 1942, the effective date. During the 30 days ending on April 1, 1941, all rooms in the hotel were rented or offered for rent for daily and monthly terms, but no rooms were rented or offered for rent for weekly terms until September 1, 1941, when L began offering all rooms in the hotel on a weekly basis.

Under these circumstances, the maximum rents for various numbers of occupants on a weekly basis are established under Section 4 (c) of the Hotel Regulation. On September 5, 1941, L rented room 205 for the first time for single occupancy on a weekly basis for \$15 a week. This is the maximum rent for the room for that term and number of occupants (assuming that there are no other similar rooms in the hotel with a lower maximum rent for the same term and number of occupants). On October 7, 1941 L rented room 207 for the first time for single occupancy on a weekly basis for \$20 a week. This room is similar to room 205. The maximum rent for room 207 for single occupancy on a weekly basis is \$15 (assuming that there are no other similar rooms in the hotel with a lower maximum rent for the same term and number of occupants). Under Section 4 (c) the maximum rent is the first rent, subject to the limitation that it shall not be more than "the maximum rent for similar rooms for the same term and number of occupants in the same hotel or rooming house."

It should be noted that maximum rents under Section 4 (c) are not established during a thirty-day period. Section 4 (c) applies only

where the maximum rents for a particular occupancy are not established by reference to a prior thirty-day period.

2. On July 1, 1942, the effective date of the Regulation, L is operating a rooming house which he was also operating on April 1, 1941, the maximum rent date. During the thirty days ending on April 1, 1941, L was renting all of the rooms in the structure to single occupants on a daily basis. The maximum rents for these rooms for that term and number of occupants are the highest rents during the thirty-day period. During that period L did not rent any of the rooms for double occupancy nor did he offer the rooms for rent on that basis. Thereafter, on October 1, 1941, L began to offer the rooms for double occupancy on a weekly basis. The maximum rents for the rooms for that term and number of occupants are established under Section 4 (c) in the manner set out in the first paragraph of this Interpretation [4 (c) Hotel—I].

(Issued September 5, 1942; revised May 15, 1943.)

[Sec. 4. *Maximum rents.* * * * Maximum rents for rooms in a hotel or rooming house (unless and until changed by the Administrator as provided in section 5) shall be:]

(d) *Rooms constructed and owned by the government.* For a room constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date, as determined by the owner of such room: *Provided, however,* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in section 5 (c) (1).

(e) *Meals with room.* For a room with which meals were provided during the thirty-day period determining the maximum rent without separate charge therefor, the rent apportioned by the landlord from the total charge for the room and meals. The landlord's apportionment shall be fair and reasonable and shall be reported in the registration statement for such room. The Administrator at any time on his own initiative or on application of the tenant may by order decrease the maximum rent established by such apportionment, if he finds that the apportionment was unfair or unreasonable.

Every landlord who provides meals with accommodations shall make separate charges for the two. No landlord shall require the taking of meals as a condition of renting any room unless the room was rented or offered for rent on that basis on June 15, 1942.

(f) *Rooms subject to rent schedule of War or Navy Department.* For a room rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department, the rents established on the effective date of regulation by such rent schedule. The Administrator may order an increase in such rents, if he finds that such in-

crease is not inconsistent with the purposes of the Act or this regulation.

Sec. 5. *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required. Except in cases under paragraphs (a) (7) and (c) (4) of this section, every adjustment of a maximum rent shall be on the basis of the rent which the Administrator finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date: *Provided, however,* That no maximum rent shall be increased because of a major capital improvement or an increase in services, furniture, furnishings or equipment, by more than the amount which the Administrator finds would have been on the maximum rent date the difference in the rental value of the accommodations by reason of such improvement or increase: *And provided, further,* That no adjustment shall be ordered because of a major capital improvement, an increase or decrease in services, furniture, furnishings, or equipment, or a deterioration, where it appears that the rent during the thirty-day period determining the maximum rent was fixed in contemplation of and so as to reflect such change. In cases involving construction due consideration shall be given to increased costs of construction, if any, since the maximum rent date. In cases under paragraph (a) (7) and (c) (4) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the Defense-Rental Area for comparable housing accommodations during the year ending on the maximum rent date.

(a) *Grounds for increase of maximum rents.* Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the ground that:

(1) *Major capital improvement since maximum rent period.* There has been, since the thirty-day period or the order determining the maximum rent for the room, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

INTERPRETATION 5 (a) (1) HOTEL—I. IMPROVEMENTS TO ENTIRE STRUCTURE; TIME OF COMPLETION.

Assume the maximum rent date is March 1, 1942 and the effective date of the Hotel Regulation is July 1, 1942.

In November, 1941 L, the owner of a hotel containing 250 rooms, commenced a general program of rehabilitation of the entire structure. The program involved the painting and redecorating of all the rooms as well as the halls and lobby, the installation of bath rooms in approximately 1/5 of the rooms, the installation of new elevators, and the supplying of new furniture and equipment. The work done on the rooms in the second floor of the structure was completed in December, 1941, but the rest of the work continued through the months of January, February and March, 1942, and no increase in rates was effected by L until April, 1942. After the effective date of the Hotel Regulation L petitions for an adjustment under Section 5 (a) (1).

An adjustment may be granted, even for the rooms on the second floor as to which the physical changes were completed prior to the 30 days ending on March 1, 1942. Although Section 5 (a) (1) refers to substantial change "in the room" since the thirty-day period determining the maximum rent, this language does not exclude from consideration changes in public rooms, halls, and other portions of the structure which substantially change the character of particular rooms. Furthermore, where a comprehensive and unified program of rehabilitation is as yet incomplete in the period determining the maximum rent and has continued over to a later period, the fact that the physical changes in particular rooms were completed before the maximum rent date does not preclude an adjustment under Section 5 (a) (1). If, however, the rents for the particular rooms had been raised "in contemplation of and so as to reflect" the change, an adjustment would be excluded by the express provision in the introductory paragraph of Section 5, introduced for purposes of clarification by Supplementary Amendment 5A to the Hotel Regulation, effective November 23, 1942.

(Issued February 12, 1943.)

[Sec. 5. *Adjustments and other determinations.* * * * (a) *Grounds for increase of maximum rent.* Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the grounds that:]

(2) *Major capital improvement prior to maximum rent date.* There was, on or prior to the maximum rent date, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, and the rent during the thirty-day period ending on the maximum rent date, was fixed by a lease or other rental agreement which was in force at the time of such change.

(3) *Substantial increase in services, furniture, furnishings or equipment.* There has been a substantial increase in the services, furniture, furnishings or equipment provided with the room since the thirty-day period or the order determining its maximum rent.

See: Measure of adjustment: Interpretation 5 (a) (3)—V (Housing), p. 54.

(4) *Special relationship between landlord and tenant.* The rent during the thirty-day period determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant, or by an allowance or discount to a tenant or a class of persons to whom the landlord regularly offered such an allowance or discount, and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

(5) *Lease for term commencing one year or more before maximum rent date.* There was in force on the maximum rent date a written lease, for a term commencing on or prior to the date one year before the maximum rent date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

(6) *Varying rents.* The rent during the thirty-day period determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) *Seasonal demand.* The rent during the thirty-day period determining the maximum rent for the room was substantially lower than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(b) *Decreases in minimum services, furniture, furnishings and equipment—(1) Decreases existing on effective date.* If, on the effective date of this regulation, the services provided for a room are less than the minimum services required by section 3, the landlord shall either restore and maintain such minimum services, or, within 30 days (or, within 60 days for rooms within the Los Angeles Defense-Rental Area), after such effective date, file a petition requesting approval of the decreased services. If, on such effective date (or, on December 1, 1942 where the effective date of regulation is prior to that date), the furniture, furnishings or equipment provided with a room are less than the minimum required by section 3, the landlord shall, within 30 days after such date, file a written report showing the decrease in furniture, furnishings or equipment.

(2) *Decreases after effective date.* Except as above provided, the landlord shall, until the room becomes vacant, maintain the minimum services, furniture, furnishings and equipment unless and until he has filed a petition to decrease the services, furniture, furnishings or equipment and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, furniture, furnishings or equipment he shall file a petition within 10 days after the change occurs. When the room becomes vacant the landlord may, on renting to a new tenant, decrease the services, furniture, furnishings or equipment below the minimum; within 10 days after so renting the landlord shall file a written report showing such decrease.

(3) *Adjustment in maximum rent for decreases.* The order on any petition under this paragraph may require an appropriate adjustment in the maximum rent; and any maximum rent for which a report is required by this paragraph may be decreased in accordance with the provisions of section 5 (c) (3). If the landlord fails to file the petition or report required by this paragraph within the time specified, or decreases the services, furniture, furnishings or equipment without an order authorizing such decrease where such order is required, the rent received by the landlord for any rental period commencing on or after such decrease or the effective date of regulation (or December 1, 1942 where the effective date of regulation is prior to that date), whichever is the later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by any order decreasing the maximum rent on account of such decrease in services, furniture, furnishings, or equipment.

In such case, any order decreasing the maximum rent shall be effective to decrease such rent from the beginning of the first rental period after the decrease in services, furniture, furnishings or equipment or after the effective date of regulation (or after December 1, 1942 where the effective date of regulation is prior to that date), whichever is the later. The foregoing provisions and any refund thereunder do not affect any civil or criminal liability provided by the Act for failure to comply with any requirement of this paragraph.

(c) *Grounds for decrease of maximum rent.* The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) *Rent higher than rent generally prevailing.* The maximum rent for the room is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

(2) *Substantial deterioration.* There has been a substantial deterioration of the room other than ordinary wear and tear since the date or order determining its maximum rent.

(3) *Decrease in services, furniture, furnishings or equipment.* There has been a decrease in the minimum services, furniture, furnishings or equipment required by section 3 since the date or order determining the maximum rent.

(4) *Seasonal demand.* The rent on the date determining the maximum rent for the room was substantially higher than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(d) *Orders when facts are in dispute, in doubt, or not known.* If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

Sec. 6. *Removal of tenant—(a) Restrictions on removal of tenant.* So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant of a room within a hotel or rooming house shall be removed from such room, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated unless:

(1) *Tenant's refusal to renew lease.* The tenant, who had a written lease or other written rental agreement, has refused upon

demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year but otherwise on the same terms and conditions as the previous lease or agreement except insofar as such terms and conditions are inconsistent with this regulation; or

(2) *Tenant's refusal of access.* The tenant has unreasonably refused the landlord access to the room for the purpose of inspection or of showing the room to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the room is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) *Violating obligation of tenancy or committing nuisance.* The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the room for an immoral or illegal purpose; or

(4) *Demolition or alteration by landlord.* The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the room or of substantially altering or remodeling it in a manner which cannot practically be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(5) *Room not offered for rent.* The landlord seeks in good faith not to offer the room for rent. If a tenant has been removed or evicted from a room under this paragraph (a) (5), the landlord shall file a written report on a form provided therefor before renting the room during a period of 6 months after such removal or eviction.

(b) *Administrator's certificate.* No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this regulation and would not be likely to result in the circumvention or evasion thereof.

(c) *Notice to Area Rent Office.* At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(d) *Exceptions from section 6.* The provisions of this section do not apply to:

(1) *Subtenants.* A subtenant or other person who occupied under a rental agreement with the tenant where removal or evic-

tion of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

(2) *Daily or weekly tenants in hotel and daily tenants in rooming house.* A tenant occupying a room within a hotel on a daily or weekly basis; or a tenant occupying on a daily basis a room within a rooming house which has heretofore usually been rented on a daily basis: *Provided*, That the provisions of this section do apply to a tenant on a daily or weekly basis who has requested a weekly or monthly term of occupancy pursuant to section 2 (b) (3) or (4).

See: Application of eviction provisions to accommodations brought under Hotel Regulation by election: Interpretation 1 (e) Hotel—II, p. 7.

(3) *Rooms subject to rent schedule of War or Navy Department.* Rooms rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department.

(4) *One or two occupants.* An occupant of a furnished room or rooms not constituting an apartment, located within the residence occupied by the landlord or his immediate family, where such landlord rents to not more than two occupants within such residence.

(e) *Local law.* No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

Sec. 7. Registration and records—(a) *Registration statement.* On or before the date specified in Schedule A of this regulation every landlord of a room rented or offered for rent shall file a written statement on the form provided therefor, containing such information as the Administrator shall require, to be known as a registration statement. Any maximum rent established after the effective date of regulation under paragraphs (b) or (c) of section 4 shall be reported either on the first registration statement or on a statement filed within 5 days after such rent is established.

(b) *Posting maximum rents.* Within 45 days after the effective date of regulation (or, on or before May 31, 1943, as to rooms within the Cincinnati Defense-Rental Area), every landlord shall post and thereafter keep posted conspicuously in each room rented or offered for rent a card or sign plainly stating the maximum rent or rents for all terms of occupancy and for all numbers of occupants for which the room is rented or offered for rent. Where the taking of meals by the tenant or prospective tenant is a condition of renting such room, the card or sign shall so state. Should the maximum rent or rents for the room be changed by order of the Administrator the landlord shall alter the card or sign so that it states the changed rent or rents.

The foregoing provisions of this paragraph shall not apply to rooms under section 4 (d). The owner of such rooms shall post a copy of the registration statement in a place where it will be available for inspection by the tenants of such rooms.

INTERPRETATION 7 (b) HOTEL.—I. COMPLIANCE WITH POSTING REQUIREMENTS.

Advice has been requested regarding compliance with the posting requirements of Section 7 (b) of the Hotel and Rooming House Regulation.

This section requires a landlord to display in each room a notice setting forth the maximum rent or rents for all terms of occupancy and numbers of occupants and indicating, where the condition is imposed, that the taking of meals is a condition of renting. Section 4 (e) provides that the taking of meals can be made a condition of renting only if the room was rented or offered for rent on that basis on June 15, 1942. Section 4 (e) also provides that where meals are furnished with the accommodations, the landlord shall make separate charges for the room and for the meals.

Attached hereto are suggested forms for the use of Hotels and Rooming Houses and those establishments which have elected to come under the Hotel and Rooming House Regulation. These forms are not to be considered "official forms" or compulsory as to form or language. They are designed to cover the ordinary rental situation; landlords may post the notice in such form as suits their individual requirements, provided that such notice sets forth the minimum requirements of the Regulation.

The first form is for use by a landlord with a structure of varying rents. Portions of this form can be used where such portions adequately state the maximum rents of the particular room. Thus where no daily rate is contemplated the landlord should eliminate the box setting forth daily rates.

The second form is a simplified form for use by a landlord with a practice of renting only by the week and with limited variations as to numbers of occupants. The same form can, of course, be adapted to a practice of renting by the day or month.

It is a violation if any landlord subject to the Hotel and Rooming House Regulation fails to post in a room the maximum rents for all terms of occupancy and numbers of occupants for which the room is rented or offered for rent. It is important that the card or sign displayed state the maximum rents for all terms of occupancy for which the room must be offered under the requirements of Section 2 (b). Every room which was regularly rented or offered for rent for a weekly or monthly term of occupancy between June 15, 1942 and the effective date of the Regulation in the particular area, is required by Section 2 (b) to be offered for rent for that term of occupancy, subject only to the limitations provided in that section.

It should be noted that the notices required by Section 7 (b) are not intended to supersede, but are in addition to any notices required to be posted by local law.

(Issued November 28, 1942.)

NAME OF ESTABLISHMENT

In accordance with Maximum Rent Regulations issued under the Emergency Price Control Act of 1942, the following are the maximum rents established for

(Room No. or Location)

MAXIMUM RENTS

Daily rate				Weekly rate				Monthly rate			
1 person	2 persons	3 persons	Each additional person	1 person	2 persons	3 persons	Each additional person	1 person	2 persons	3 persons	Each additional person

NOTE—The taking of meals (is) (is not) required as a condition of renting these premises.

(Proprietor)

NAME OF ESTABLISHMENT

In accordance with Maximum Rent Regulations issued under the Emergency Price Control Act of 1942, the following are the maximum rents established for

(Room No. or Location)

\$----- per week for ----- occupants and \$----- per week for ----- occupants.

NOTE—The taking of meals (is) (is not) required as a condition of renting these rooms.

(Proprietor)

[Sec. 7. *Registration and records.*]

(c) *Receipt for amount paid.* No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

(d) *Rooms subject to rent schedule of War or Navy Department.* The provisions of this section shall not apply to rooms rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments for which the rent is fixed by the national rent schedule of the War or Navy Department.

(e) *Records.*—(1) *Existing records.* Every landlord of a room rented or offered for rent shall preserve, and make available for examination by the Administrator, all his existing records showing or relating to (i) the rent for each term and number of occupants for which such room was rented or regularly offered for rent during the thirty-day period determining the maximum rent for such room, (ii) the rent on any date determining a maximum rent for such room for a particular term and number of occupants under section 4 (c), and (iii) rooms rented and offered for rent on a weekly and monthly basis during June, 1942.

(2) *Record keeping.* On and after the effective date of regulation (or on and after October 19, 1942 where the effective date of regulation is prior to that date), every landlord of an establishment containing more than 20 rooms rented or offered for rent shall keep, preserve, and make available for examination by the Administrator, records showing the rents received for each room, the particular term and number of occupants for which such rents were charged, and the name and permanent address of each occupant; every other landlord shall keep, preserve, and make available for examination by the Administrator, records of the same kind as he has customarily kept relating to the rents received for rooms.

Sec. 8. *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of a room and any tenant shall permit such inspection of the room by the Administrator as he may from time to time require.

Sec. 9. *Evasion.* The maximum rents and other requirements provided in this regulation shall not be evaded, either directly or indirectly in connection with the renting or leasing or the transfer of a lease of a room, by requiring the tenant to pay or obligate himself for membership or other fees, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with the room, or otherwise.

Sec. 10. *Enforcement.* Persons violating any provisions of this regulation are subject to criminal penalties, civil enforcement actions, and suits for treble damages as provided for by the Act.

Sec. 11. *Procedure.* All registration statements, reports and notices provided for by this regulation shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Revised Procedural Regulation No. 3. (§§ 1300.201 to 1300.253, inclusive.)

Sec. 12. *Petition for amendment.* Persons seeking any amendment of general applicability to any provision of this regulation may file petitions therefor in accordance with Revised Procedural Regulation No. 3. (§§ 1300.201 to 1300.253, inclusive.)

Sec. 13. *Definitions.* (a) When used in this regulation the term:

(1) "Act" means the Emergency Price Control Act of 1942.

(2) "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) "Area Rent Office" means the Office of the Rent Director in the Defense-Rental Area.

(5) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other govern-

ment, or any of its political subdivisions, or any agency of any of the foregoing.

(6) "Housing accommodations" means any building structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes (including houses, apartments, hotels, rooming or boarding house accommodations, and other properties used for living or dwelling purposes), together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) "Room" means a room or group of rooms rented or offered for rent as a unit in a hotel or rooming house. The term includes ground rented as space for a trailer.

(8) "Services" includes repairs, decorating, and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of a room.

(9) "Landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any room, or an agent of any of the foregoing.

(10) "Tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any room.

(11) "Rent" means the consideration, including any bonus, benefit, or gratuity demanded or received for the use or occupancy of a room or for the transfer of a lease of such room.

(12) "Term of occupancy" means occupancy on a daily, weekly, or monthly basis.

(13) "Hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

INTERPRETATION 13 (a) (13) HOTEL—I. MEANING OF "HOTEL".

Assume in each of the following cases that the effective date of the Regulation is July 1, 1942.

1. On July 1, 1942, L is operating a structure containing more than 50 rooms and generally recognized in its community as a hotel. 70% of the space in the structure is used for transient occupancy and the remaining 30% consists of apartments which are rented on a month-to-month basis or on long-term leases.

This structure is a hotel as defined in the Regulation. All accommodations in the structure, including the apartments, are subject to the Hotel Regulation. This last conclusion results from the definition of a hotel; if the structure is used predominantly for transient occupancy, all accommodations therein, transient as well as non-transient, are "rooms in hotels" within the meaning of Section 1 (a) of the Hotel Regulation.

2. On July 1, 1942, L is operating a structure generally recognized in the community as a hotel. 40% of the space in the structure is used for transient occupancy and the remaining 60% consists of apartments rented on a month-to-month basis or on long-term leases.

The structure is not a hotel as defined in the Regulation since it is not used predominantly for transient occupancy. The 60% of the space consisting of apartments is subject to the Housing Regulation. The 40% used for transient occupancy comes within the definition of a rooming house since it is a "portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short-time basis of daily, weekly or monthly occupancy to more than two paying tenants." The word hotel as used in this definition means a hotel as defined in the Regulation. The 40% portion of the structure used for transient occupancy is therefore subject to the Hotel Regulation.

If L elects to bring all accommodations in the structure under the Hotel Regulation and requests the Rent Director to consent to such election, consent may be given. (See Interpretation 1 (c) Hotel—I.) However, the giving of such consent is a matter for the Rent Director's judgment under all the circumstances.

(Issued September 12, 1942; revised May 15, 1943.)

[Sec. 13. Definitions. (a) When used in this regulation the term:]

(14) "Rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly, or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

INTERPRETATION 13 (a) (14) HOTEL—I. MEANING OF "ROOMING HOUSE" AND "APARTMENT."

1. On July 1, 1942, L is operating a structure which is generally recognized in the community as a rooming house. The house contains six furnished rooms and two apartments, all of which are rented.

All accommodations in the structure, including the apartments, are subject to the Hotel Regulation. The term rooming house as used in the Regulation includes a structure which is a rooming house within the "customary usage" of the term. Generally speaking, a structure is a rooming house by customary usage either where it is generally recognized in the community as a rooming house or where it has the characteristics by which a rooming house is identified in the community.

2. On July 1, 1942, L owns and lives in a house in which he rents out one furnished room to three paying tenants and also rents an apartment unit on the third floor of the house. The house is not generally recognized in the community as a rooming house nor does it have the characteristics by which a rooming house is identified in the community.

The apartment is subject to the Housing Regulation and the furnished room which is rented to three paying tenants is subject to the Hotel Regulation. However, if L elects to bring all accommodations in the structure under the Hotel Regulation and requests the Rent

Director to consent to such election, consent may be given as provided in Section 1 (e) of the Hotel Regulation.

These cases indicate that the first sentence of Section 13 (a) (14) of the Hotel Regulation establishes two distinct tests of a "rooming house." If a building is a rooming house within the customary usage of the term, the specific limitations in the latter part of the first sentence do not apply and, furthermore, all housing accommodations in the building are "rooms in a rooming house" within the meaning of Section 1 (a) of the Hotel Regulation. If a building is not a rooming house within the customary usage of the term, the specific limitations of the second test must be satisfied and it must appear that "a furnished room or rooms not constituting an apartment are rented on a short-time basis of daily, weekly or monthly occupancy to more than two paying tenants not members of the landlord's immediate family." Furthermore, in the latter case, only the rooms which come within the specific language can be considered "rooms in a rooming house."

The Regulations do not provide a specific definition by which an "apartment" can be distinguished from a furnished room or rooms. The distinguishing feature of an "apartment" is taken to be that it is a room or suite of rooms containing all the facilities (including kitchen facilities) necessary for a complete and self-contained dwelling unit.

(Issued September 12, 1942.)

[Sec. 13. Definitions.]

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this regulation.

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**END OF
TITLE**